



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: AMENDMENT TO AGREEMENT FOR HAZARDOUS MATERIALS TEAM WITHIN SAN JOAQUIN COUNTY

MEETING DATE: AUGUST 18, 1993

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Approval of a motion authorizing the City Manager to sign the Amendment for Hazardous Materials Team Within San Joaquin County (addition of California Department of Transportation as a party)

BACKGROUND INFORMATION: On October 8, 1991 the Cities of Lodi, Stockton, and the County of San Joaquin signed an agreement which formed a joint Hazardous Materials Team within the County (copy of agreement is attached). Article 9 of this agreement allows for additional parties to join in the agreement and become member entities upon unanimous consent of the then member parties. California Transportation District (CALTRANS District 10) has asked to become a member of the agreement and brings with them assets which we do not currently have available to us. They will become obligated to provide for the use of licensed temporary storage facilities for hazardous materials in the custody of the TEAM. They will maintain the facility, located at 1604 B St, Stockton, and at other locations from time to time. They will also provide, on an as available basis, licensed vehicles to transport any materials in the custody of the TEAM. These vehicles and facilities will allow the TEAM to reduce the standby time we currently have on scenes waiting for outside cleanup contractors to remove small amounts of hazardous materials/waste. This action will clear scenes in a more timely manner and will especially reduce the impact of road closures. In exchange for this, the TEAM will respond to hazardous materials spills on State highways and adjacent State right-of way.

FUNDING: none required

Respectfully submitted,

Larry F. Hughes
Fire Chief

APPROVED: _____

THOMAS A. PETERSON
City Manager



**AMMENDMENT TO AGREEMENT
FOR HAZARDOUS MATERIALS TEAM
WITHIN SAN JOAQUIN COUNTY**

206, 206

A-93- 054

**AMENDMENT TO AGREEMENT FOR HAZARDOUS MATERIALS TEAM
WITHIN SAN JOAQUIN COUNTY
(ADDITION OF CALIFORNIA DEPARTMENT OF
TRANSPORTATION AS A PARTY)**

THIS AGREEMENT is made this _____ day of JUN 22 1993, 1993, by and between the **COUNTY OF SAN JOAQUIN**, hereinafter referred to as "**COUNTY**" and the **CITIES OF LODI**, hereinafter referred to as "**LODI**", "**STOCKTON**" hereinafter referred to as "**STOCKTON**", and **CALIFORNIA DEPARTMENT OF TRANSPORTATION (DISTRICT 10)**, hereinafter referred to as "**DISTRICT 10**".

THE PARTIES AGREE AS FOLLOWS:

1. ADDITIONAL LIMITED PARTY.

This amendment is made pursuant to Article IX of the Agreement which allows the addition of parties to this Agreement upon unanimous consent of the original parties. The parties to the original agreement hereby unanimously consent to the addition of the California Transportation Department (District 10) as an additional party for the limited purposes set forth in this Amendment.

**2. PROVISION OF LICENSED TEMPORARY STORAGE FACILITY,
LICENSED VEHICLE, AND STAFF BY DISTRICT 10.**

District 10's obligations under this Agreement shall consist of providing for the use of a licensed temporary storage facility for hazardous materials in the custody of **TEAM**, which can safely be held for time frames from a few hours up to ninety (90) days. The licensed temporary storage facility shall be that which is located on District 10 properties at 1604 South B Street, Stockton, California, and may, from time to time, include licensed temporary storage facilities on District 10 properties at other sites within San Joaquin County upon the prior consent of District 10. District 10 shall be responsible for maintaining the facility so that it will continue to be licensed during the time that District 10 is a party to this Agreement.

District 10 agrees to make available to **TEAM** those available licensed vehicles to be designated by District 10 for the transportation of hazardous materials in the custody of **TEAM** on an occasional basis, if those vehicles are not needed by District 10 at that time for other business of District 10. In addition, District 10 will designate available staff to assist in off-loading the hazardous materials from transport vehicles into the licensed temporary storage facility on District 10's property, when such staff are available and not needed otherwise for

District 10's business.

3. TEAM RESPONSIBILITIES.

The TEAM, which consists of staff of the parties to this Agreement other than District 10, will provide emergency response for hazardous materials spills on State highways and adjacent State right-of-way. TEAM will have the responsibility for packaging, transporting and ultimate proper disposal of the hazardous material. TEAM may utilize the option of temporarily storing the hazardous materials which can be safely held at District 10's licensed temporary storage facility until ultimate proper disposal can be accomplished. At no time will District 10 be deemed to be responsible for arranging ultimate disposal or for paying the cost of such disposal for the hazardous materials which are packaged, transported and temporarily stored at District 10's facility. Provided, however, in the event that District 10 is a generator of hazardous waste, it shall remain responsible for those wastes.

4. MUTUAL INDEMNIFICATION.

The TEAM agrees to indemnify, defend, hold harmless, and provide for attorneys' fees and court costs in the event that there is a claim of any type against District 10 concerning the activity of TEAM under this Amendment or the original Agreement. Provided, however, this Paragraph shall not apply to those acts which are the sole negligence or the omission to act of District 10, its employees and agents.

District 10 agrees to indemnify, defend, hold harmless, and provide for attorneys' fees and court costs in the event that there is a claim of any type against TEAM, or the entities, officers and employees which comprise TEAM, concerning the activity of District 10 under this Amendment or the original Agreement. Provided, however, this Paragraph shall not apply to those acts which are the sole negligence or the omission to act of TEAM.

5. ANNUAL REVIEW OF AGREEMENT.

This Agreement shall begin upon the date above written and shall continue for twelve (12) calendar months thereafter. It shall be automatically renewed on an annual basis unless any one of the parties to the Agreement or to this Amendment notifies the other parties in writing, thirty (30) days prior to the end of the current term, of either intent to terminate the Agreement or a desire to modify this Amendment. In no event will this Amendment continue beyond December 31, 2010. This Amendment may be terminated prior to the conclusion of the term set out in this Clause by either District 10 or by any of the current members to the Agreement by giving no less than thirty (30) days prior written notice to the other parties of the intent to terminate.

6. COMPENSATION.

It is understood by the parties that there will be no compensation from any of the parties

to another party for the exchange of services or the use of facilities and equipment under this Amendment. Further, each party's insurance and Workers Compensation shall continue to cover that party's employees while they are engaging in activities under this Amendment.

7. DISTRICT 10's RESOURCES.

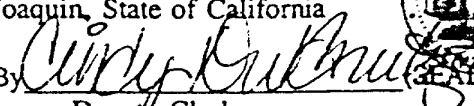
It is understood by the parties that District 10's participation is dependent upon available budgeted resources and that no funds have been allocated or other resources dedicated to support District 10's participation in activities sanctioned under this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the
_____ day of JUN 22 1993, 1993.

COUNTY OF SAN JOAQUIN, a political
subdivision of the State of
California

By 
for **WILLIAM N. SOUSA**, Chairman
Board of Supervisors

ATTEST: **JORETTA J. HAYDE**
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By 
Deputy Clerk



"COUNTY"

CITY OF STOCKTON, a municipal
corporation

By _____
Title _____

"STOCKTON"

ATTEST:

City Clerk

CITY OF LODI, a municipal
corporation

By _____

Title _____

"LODI"

ATTEST:

City Clerk

CALIFORNIA DEPARTMENT OF
TRANSPORTATION (DISTRICT 10)

By *Stella A. Martin*

Title *Dist Director*

"DISTRICT 10"

APPROVED AS TO FORM:

JOHN F. CHEADLE
County Counsel

By *Rebecca Davis*
REBECCA DAVIS
Deputy County Counsel

DES

Before the Board of Supervisors
County of San Joaquin, State of California

B- 93-876

MOTION: BARBER / SIMAS

AMENDMENT TO AGREEMENT FOR HAZARDOUS MATERIALS TEAM
WITHIN SAN JOAQUIN COUNTY

THIS BOARD OF SUPERVISORS DOES AUTHORIZE the Chairman to sign
the Amendment to Agreement for Hazardous Materials Team Within San
Joaquin County (addition of California Department of Transportation as
a party).

I HEREBY CERTIFY that the above order was passed and adopted on JUN 22 1993
by the following vote of the Board of Supervisors, to wit:

AYES: BARBER, WILHOIT, SIMAS, CABRAL, SOUSA

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

Copies to:

JORETTA J. HAYDE
Clerk of the Board of Supervisors
County of San Joaquin
State of California



JORETTA J. HAYDE

**COPY OF AGREEMENT FOR
HAZARDOUS MATERIALS TEAM
WITHIN SAN JOAQUIN COUNTY**

A-91- 1628

COPY
COPY

AGREEMENT FOR HAZARDOUS MATERIALS TEAM
WITHIN SAN JOAQUIN COUNTY

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THIS AGREEMENT is made and entered into this _____ day of OCT 08 1991, 1991, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the cities of LODI, hereinafter referred to as "LODI", and STOCKTON, hereinafter referred to as "STOCKTON", and the MANTECA LATHROP FIRE DISTRICT, hereinafter referred to as "MLFD", and the WOODBRIDGE RURAL FIRE PROTECTION DISTRICT, hereinafter referred to as "WRFPD".

RECITALS:

This Agreement is made with reference to the following facts:

1. The cost of maintaining hazardous materials emergency respond capabilities within the boundaries of San Joaquin County, including within the incorporated cities of the County, can be reduced by a coordinated effort of the cities, fire districts, and the County of San Joaquin. .

2. Greater efficiency and planning and response can be achieved by joining the efforts of the cities, fire districts, and the County of San Joaquin by creating a Hazardous Materials Team, centralizing hazardous materials records, coordinating the training and the use of vehicles and special equipment, and centralizing the billing process for collection of respond costs.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

ARTICLE 1. CREATION OF SAN JOAQUIN COUNTY HAZARDOUS MATERIALS TEAM.

A San Joaquin County Hazardous Materials Team, hereinafter referred to as "TEAM", is hereby created to provide technical services at the scene of a hazardous materials incident within the boundaries of San Joaquin County. Each of the parties to this Agreement agrees to designate a number of trained individuals to serve on the TEAM on an on-going basis.

Each party to this Agreement will be responsible to assure that the individuals designated to fulfill the commitment of this

paragraph are trained to the "Hazardous Materials Specialist" or "Technician" level pursuant to State statutes and regulations. The individuals designated for the TEAM will undergo a minimum of 24 hours of joint TEAM training or refresher courses per year or the minimum required by State statutes and regulations such that the individual will continue to be certified pursuant to State guidelines. Individuals designated as part of the TEAM serve on an "on-call basis" for any response within the unincorporated boundaries of the COUNTY and the boundaries of the entities which are parties to this Agreement. It is anticipated that each jurisdiction will respond initially to an incident within its boundaries and additional parties will be called to respond to the incident based upon the closest jurisdiction to the incident being called first. No party to this Agreement shall be required to pay any compensations to any other party to this agreement for services rendered hereunder, the mutual advantages and protection afforded by this Agreement being considered adequate compensation to all the parties. Each party of this Agreement waives all claims against any other party for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.

ARTICLE 2. HAZARDOUS MATERIALS ADMINISTRATION BUREAU FOR TRAINING.

A Hazardous Materials Administration Bureau, hereinafter referred to as "BUREAU" consisting of employees of San Joaquin County Office of Emergency Services will provide refresher training for all TEAM participants and initial certification training, when developed by COUNTY. A fee will be charged for any initial certification courses attended by any TEAM member. In the event that the course offerings or schedule does not meet the needs of an individual TEAM member, that TEAM member may attend courses provided by other public entities or by educational institutions or services which will qualify the TEAM member to be certified as required by state statute. Additionally, the BUREAU may provide training for persons other than those designated to serve on the TEAM.

The BUREAU will be responsible for overseeing training standards, certification and recertification, and the monitoring requirements for certification. The BUREAU will keep staff records of each TEAM member and notify TEAM members of medical tests requirements or training needed to maintain certification and expertise required under this Agreement. The BUREAU will not have any operational authority over the TEAM.

ARTICLE 3. PROVISION OF VEHICLES AND SPECIALIZED EQUIPMENT

Emergency response vehicles will be maintained by the COUNTY and the Stockton Fire Department and may be maintained by other parties to this Agreement to support TEAM operations and response

to emergency incidents. It will be the responsibility of the entity owning the vehicles to get the vehicles and specialized equipment to the incident site as needed. The COUNTY will replace all expendable equipment which is used in any response to a hazardous materials incident: however, COUNTY will not replace or repair vehicles other than COUNTY-owned vehicles.

The Team Steering Committee may from time to time designate specific vehicles or specialized equipment to be maintained by each party.

ARTICLE 4. TEAM STEERING COMMITTEE

A Team Steering Committee (TSC) is hereby established which consists of one representative of each of the party jurisdictions to this Agreement. It will be the responsibility of the TSC to set the policies and rules for the governing of the Committee and the joint operation of the TEAM. The TSC will establish a command structure and a staffing pattern which will be used for TEAM operational command structure in actual response situations. COUNTY will provide staff support for the Committee.

ARTICLE 5. CENTRAL HAZARDOUS MATERIALS RECORDS CENTER

COUNTY will establish and maintain a centralized hazardous materials records center with records pertaining to hazardous materials business plans and other records pertinent to responding to a hazardous materials incident such that the information will be available to each of the parties of this Agreement.

ARTICLE 6. COUNTY OFFICE OF EMERGENCY SERVICES COORDINATION AND BILLING SERVICES

The County Office of Emergency Services will coordinate the administration of this Agreement. In the event that it is necessary to bill a responsible party for the recovery of costs for hazardous materials incidents for which a TEAM response was necessary, the COUNTY Office of Emergency Services shall prepare and process such bills. In no event shall COUNTY be responsible for pursuing payment from a responsible party beyond the billing process, nor shall COUNTY be responsible for remitting to any jurisdiction moneys in excess of those received from the responsible party through the billing process.

ARTICLE 7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all the parties until 2010. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

ARTICLE 8. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement prior to the termination of the term of this Agreement upon giving 30 days prior written notice to the other parties.

ARTICLE 9. ADDITIONAL PARTIES

Additional parties may join in this Agreement and become member entities upon unanimous consent of the then member parties. The terms and conditions allowing such joining shall be set forth in an amendment to this Agreement, signed by all of the then member parties.

IN WITNESS WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By Mary Anne Christie
Deputy Clerk



By George L. Barber
GEORGE L. BARBER, Chairman
Board of Supervisors

"COUNTY"

ATTEST:

MANTECA LATHROP FIRE DISTRICT

Chief

By _____ President
Board of Directors

"MLFD"

ATTEST:

WOODBIDGE RURAL FIRE
PROTECTION DISTRICT

Chief

By _____
President

"WRFPD"

ATTEST:

CITY OF STOCKTON, a Municipal
Corporation of the State of
California

Frances Hong
City Clerk

By David

Title City Manager

"STOCKTON"

ATTEST:

CITY OF LODI, a Municipal
Corporation of the State of
California

Alice M. Beemels
City Clerk

By Thomas A. Peterson

Title Thomas A. Peterson
City Manager

"LODI"

APPROVED AS TO FORM:

JOHN F. CHEADLE
County Counsel

By Rebecca Davis
REBECCA DAVIS
Deputy County Counsel

Approved as to form

Bob McNatt
City Attorney

Date: 11-20-91

APPROVED AS TO FORM
Date FEB 24 1992

Deputy
Deputy City Manager

F:WASTE2.1, 2.2